

Agenda Item Form

Agenda Date: 08/10/04

Districts Affected: City wide

Dept. Head/Contact Information: Street Department, Daryl W. Cole, (915) 621-6750

Type of Agenda Item:

- | | | |
|--|--|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input checked="" type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services</u> | | |

Funding Source:

- ☒ General Fund
☒ Grant (duration of funds: 12 Months)
☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Contract renewal is necessary for the continue funding for the City Arborist position. This positions is grant funded in the amount of \$20,000.00 with city matching. This will be the second year of funding from the Texas Forest Service. City Arborist is the liason with the Tree Board and Green Sweep.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Cost are for the salary for the City Arborist position.

Statutory or Citizen Concerns:

Position is vital in the continuing efforts to make El Paso a greener City and become part of "Tree City USA".

Departmental Concerns:

Non renewal of contract will result in City loosing grant funds and ground in its efforts to beautify our medians, parks, and general public right of ways.

15:7 MW 5- 90V 40

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **BRENT PEARSON**, to assist the Streets Department as an Arborist, at a biweekly rate of \$1,488.59 for 40 hours per week. The term of the contract shall be for the period of August 13, 2004 through August 12, 2005. Contract is subject to the concurrence of the Civil Service Commission.

APPROVED this 10th day of August 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **BRENT PEARSON**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Street Department, desires to employ the Employee as an Arborist; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Street Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about August 13, 2004 and be completed by August 12, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid a biweekly rate of One Thousand Four Hundred Eighty Eight and 59/100 Dollars (\$1,488.59).

The employee shall work a minimum of forty (40) hours per week. Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Street Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee
at the following addresses:

CITY: City of El Paso
Street Department
Attn: Director
8969 San Paulo Drive
El Paso, Texas

EMPLOYEE: Brent Pearson

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 10th day of August, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Brent Pearson

(Signatures continued on Page 6)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Pearson Brent (Streets).DOC

Guadalupe Cuellar
Deputy City Attorney

Daryl Cole, Director
Street Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 8/12/04

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

ARBORIST

(EL PASO CONTRACT POSITION)

General Purpose

Under general direction, supervise and perform activities related to urban tree management.

Typical Duties

Develop, implement and direct plans, strategies and programs related to the urban forestry needs of the community. Involves: Oversee and participate in planting, pruning, watering and fertilizing plants, flowers, shrubs, hedges and trees. Operate and maintain facilities such as greenhouses and tree farms. Devise methods of detection, eradication and control of detrimental insects and plant disease. Investigate and correct hazardous tree conditions. Coordinate projects to ensure results are aesthetically pleasing by ensuring that suitable principles and practices of arboriculture, horticulture, construction and irrigation are applied. Ensure public safety around work sites.

Provide arboricultural recommendations to developers, contractors, city departments and the public. Includes: Review preliminary and final plats, associated documents, and site plans to ensure compliance with City landscape and tree ordinance. Respond to public inquiries and explain City rules, regulations, policies and procedures in courteous and tactful manner.

Supervise assigned staff. Involves: Schedule, assign, and review work. Conduct employee training and development. Enforce personnel rules and regulations, standards of conduct, work attendance, and safe work practices.

Perform miscellaneous related functions as required. Involves: Perform any duties and responsibilities of subordinates or coworkers sufficient to maintain continuity of normal operations. Oversee and personally engaging in preparation of reports, records and studies. Review pertinent agricultural literature.

Minimum Qualifications

Training and Experience: Equivalent to a combination of an accredited Bachelor's Degree in Urban Forestry, Forestry, Horticulture or a related field, and two (2) years of increasingly responsible experience in the design and management of forestry programs or tree planting and maintenance project management.

Licenses and Certificates: Texas class "C" driver's license, or equivalent license issued by another state. International Society of Arborists (ISA) certification and Texas Pesticide Applicators License within six (6) months of appointment.

Special Requirements: Subject to mandatory recall and flexible or extended work hours during emergencies.

BRENT PEARSON
[REDACTED]
[REDACTED]
[REDACTED]**Education & Training:**

I.S.A. Certified Arborist
March 1st, 2003

University of Texas at El Paso
University of Texas at Austin
Emphasis on accounting
1975 thru 1979
Graduate El Paso High 1975

Work Experience:

El Paso County
Maintenance Foreman-Ascarate Park
August 2002 to Present

Pearson's Tree Place
Canutillo, Texas
Owner
February 1979 to Present

Pearson's Tree Farm
Anthony, New Mexico
Owner
April 1985 to Present

Little Diner, Inc.
Mexican Food Restaurant in Canutillo, Texas
Vice President
January 1996 to Present

Goodwill Industries
Agriculture and Grounds Maintenance Consultant
July 2000 to Present

Honors, Awards & Achievements:

Nursery Industry

- ♦ 1995 Accent Sun Country Landscape Winner
- ♦ 1998 Accent Sun Country Landscape Winner
- ♦ These landscapes were featured in books, magazines & Television
- ♦ Neighborhoods
- ♦ Tree Planting Project

Restaurant Industry

- ♦ Written up in Texas Monthly
Gourmet Magazine
Texas Highways
- ♦ Visited by President Bush

Volunteer & Member:

- ♦ Mission Hills Park Association
- ♦ West Texas Urban Forestry Council
- ♦ Native Plant Society
- ♦ Frank Manning Little League
- ♦ Cub Scouts Pack 2
- ♦ El Paso Nursery Association
- ♦ Morehead PTA
- ♦ El Paso High PTA

Personal:

46 years old
Married 19 years
2 boys ages 12 & 15

Skills & Abilities:

Twenty Three years experience and knowledge in
the farming, nursery and landscaping industry

References:

Available Upon Request